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Attorney for the Plaintiff

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

FREDDY ANGUIANO, individually, and
on behalf of all others similarly situated

Plaintiff,

v.

SEQUIUM ASSET SOLUTIONS, LLC,
Defendant.

Case No.

**CLASS ACTION COMPLAINT FOR
DAMAGES**

**1. VIOLATIONS OF THE FAIR DEBT
COLLECTION PRACTICES ACT, 15 U.S.C. §
1692 *et seq.***

**2. VIOLATIONS OF THE ROSENTHAL
FAIR DEBT COLLECTION PRACTICES
ACT, CAL. CIV. CODE §1788 *et seq.***

JURY TRIAL DEMANDED

NOW COMES, FREDDY ANGUIANO, individually, and on behalf of all others similarly
situated, through counsel, WAJDA LAW GROUP, APC, complaining of SEQUIUM ASSET
SOLUTIONS, LLC, as follows:

NATURE OF THE ACTION

1. This action is seeking redress for SEQUIUM ASSET SOLUTIONS, LLC's
violation(s) of the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692 *et seq.* and the
Rosenthal Fair Debt Collection Practices Act ("RFDCPA"), Cal. Civ. Code § 1788 *et seq.*

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331.
3. This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367.

4. Venue in this district is proper under 28 U.S.C. § 1391(b)(2).

PARTIES

5. FREDDY ANGUIANO (“Plaintiff”) is a natural person, over 18-years-of-age, who at all times relevant resided in Visalia, California.

6. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3).

7. Plaintiff is a “consumer” as defined by Cal. Civ. Code § 1788.2(h).

8. SEQUIUM ASSET SOLUTIONS, LLC (“Defendant”) is a professional limited liability company organized under the laws of Georgia.

9. Defendant maintains its principal place of business at 1130 Northchase Parkway SE, Suite 150, Marietta, Georgia 30067.

10. Defendant specializes in debt collection and collects debts on behalf of others nationwide.

11. Defendant is a “debt collector” as defined by 15 U.S.C. §1692a(6) because (1) it uses instrumentalities of interstate commerce and the mail in the course of collecting consumer debt; (2) the principal purpose of Defendant’s business is the collection of debt owed or due or asserted to be owed or due another; and (3) it regularly collects consumer debt owed to others.

FACUTAL ALLEGATIONS

12. Years ago, Plaintiff obtained a personal credit card through Credit One Bank, N.A. (“Credit One”).

13. Plaintiff made various charges for personal purposes on the Credit One credit card, amassing a balance.

14. Due to unforeseen financial difficulties, Plaintiff fell behind on his monthly payments to Credit One.

15. Eventually, Plaintiff's account fell into default status with an unpaid balance ("subject debt").

16. The subject debt is a “debt” as defined by 15 U.S.C. § 1692a(5).

17. Shortly thereafter, LVNV Funding LLC purchased the subject from Credit One and placed the subject debt with Defendant for collection.

18. On December 10, 2019, Defendant sent Plaintiff a dunning letter in an attempt to collect the subject debt (“Collection Letter”).

19. The Collection Letter stated, in part, as follows:

INTENTIONALLY LEFT BLANK

Sequium Asset Solutions, LLC

1130 Northchase Parkway, Suite 150
Marietta, GA 30067
Toll-Free: 877-580-9085
Hours: Monday through Friday 9 AM – 5 PM Eastern Time Zone

Account Information	
Date:	12/10/19
Reference #:	31302419
Current Creditor Name:	Lvnv Funding LLC
Current Creditor Account #:	XXXXX1077
Original Creditor Name:	Credit One Bank, N.A.
Original Creditor Account #:	XXXXXXXXXXXX9782
Total Due:	\$608.48

Don't want to speak to a representative? Please visit www.sequium.com to communicate with us about your account.



	Secure, Convenient and Easy to Use. You can now pay online at: www.sequium.com We accept all major credit cards
	You can now make payments using our mobile app. Download Now!
	Telephone Hours: Monday – Friday, 9 AM – 5 PM EST. Toll-Free: 877-580-9085 Fax: 878-228-0019
	Send Mail To: Sequium Asset Solutions, LLC 1130 Northchase Parkway, Suite 150 Marietta, GA 30067

Dear Freddy Anguiano:

Special Settlement Offer

Our Client will Forgive 50% of Your Balance!

This notice is being sent to you by a collection agency. Please be advised that Lvnv Funding LLC the Current Creditor-Debt Purchaser, has purchased the account referenced above.

We have a very special offer to resolve your unpaid balance with our client. We are willing to settle your account for 50% of the balance due as stated above.

It is understandable that you may not be able to take advantage of this opportunity at this time. We are willing to work with you on a payment plan that meets your current financial situation. You are encouraged to contact our office so we can help assist you in putting this matter behind you.

You can contact us at the phone number listed above or you can communicate with us about your account at www.sequium.com.

If you would like to make a payment on your account we have convenient ways to pay:

- **Pay Online:** Please visit www.sequium.com to communicate with us about your account
- **Pay By Mobile App:** Please download our mobile app from the App Store or Play Store
- **Pay By Phone:** Please call the number listed above and speak with a representative
- **Pay By Mail:** Please enclose the bottom portion of this letter with your payment

Thank you for your time and attention to this matter. We look forward to helping you resolve this outstanding obligation.

Sincerely,
Sequium Asset Solutions, LLC

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

Please see reverse side for important consumer rights information.

FROM: 0 61935 0 16120 / 2120909201 / 0010360 / 9054

*** Detach Lower Portion And Return With Payment ***

PO Box 1699
Southgate, MI 48195-0699
CHANGE SERVICE REQUESTED



Freddy Anguiano
1219 N Stevenson St
Visalia, CA 93291-3319

Freddy Anguiano	
Reference #:	31302419
Current Creditor Name:	Lvnv Funding LLC
Current Creditor Account #:	XXXXX1077
Original Creditor Name:	Credit One Bank, N.A.
Original Creditor Account #:	XXXXXXXXXXXX9782
Total Due:	\$608.48
Amount Enclosed:	\$

Sequium Asset Solutions, LLC
1130 Northchase Parkway, Suite 150
Marietta, GA 30067

20. The Collection Letter proposed to resolve the subject debt for 50% of the total balance of \$608.48.

21. Specifically, the Collection Letter stated:

1 “We have a very special offer to resolve your unpaid balance with our client. We
2 are willing to settle your account for 50% of the balance due as stated above.”

3 22. The Collection Letter created a false sense of urgency to pay because it implied that
4 the offer to settle the subject debt for 50% of the balance would expire imminently.

5 23. However, Defendant’s 50% offer to settle the subject debt was (1) perpetual and (2)
6 extended to thousands of similarly situated consumers, and thus was by no means a “Special
7 Settlement Offer.”

8 24. As a result of the language contained in the Collection Letter, Plaintiff was misled
9 into believing that the “Special Settlement Offer” would expire imminently, thus creating a false
10 sense of urgency to accept the offer before it expired.

11 25. Defendant deliberately designed the language contained in the Collection Letter to
12 create a false sense of urgency and coerce Plaintiff into making a prompt payment on the subject
13 debt to avoid missing out on the “Special Settlement Offer.”
14

15 **CLASS ALLEGATIONS**

16 26. All paragraphs of this Complaint are expressly adopted and incorporated herein as
17 though fully set forth herein.

18 27. Plaintiff brings this action pursuant to and Fed. R. Civ. P. 23, individually, and on
19 behalf of all others similarly situated (“Putative Class”).
20

21 28. The Putative Class is defined as follows:

22 All natural persons residing in the State of California (a) that received a
23 correspondence from Defendant containing similar settlement offer language
24 highlighted in Paragraph 21; (b) within the one (1) year preceding the date of this
25 complaint through the date of class certification; and (c) in connection with the
collection of a consumer debt owed to LVNV Funding LLC.

26 29. The following individuals are excluded from the Putative Class: (1) any Judge
27 presiding over this action and members of their families; (2) Defendant, Defendant’s subsidiaries,
28 parents, successors, predecessors, and any entity in which Defendant or their parents have a

1 controlling interest and their current or former employees, officers and directors; (3) Plaintiff's
2 attorneys; (4) persons who properly execute and file a timely request for exclusion from the Putative
3 Class; (5) the legal representatives, successors or assigns of any such executed persons; and (6)
4 persons whose claims against Defendant have been fully and finally adjudicated and/or released.

5
6 **A. Numerosity:**

7 30. Upon information and belief, Defendant mailed thousands of similar letters to
8 consumers nationwide.

9 31. The exact number of members of the Putative Class are unknown and not available
10 to Plaintiff at this time, but it is clear that individual joinder is impracticable.

11 32. Members of the Putative Class can be objectively identified from records of
12 Defendant to be gained in discovery.

13
14 **B. Commonality and Predominance:**

15 33. There are many questions of law and fact common to the claims of Plaintiff and the
16 Putative Class, and those questions predominate over any questions that may affect individual
17 members of the Putative Class.

18
19 **C. Typicality:**

20 34. Plaintiff's claims are representative of the claims of other members of the Putative
21 Class.

22 35. Plaintiff's claims are typical of members of the Putative Class because Plaintiff and
23 members of the Putative Class are entitled to damages as result of Defendant's conduct.

24
25 **D. Superiority and Manageability:**

26 36. This case is also appropriate for class certification as class proceedings are superior
27 to all other available methods for the efficient and fair adjudication of this controversy.
28

1 37. The damages suffered by the individual members of the Putative Class will likely
2 be relatively small, especially given the burden and expense required for individual prosecution.

3 38. By contrast, a class action provides the benefits of single adjudication, economies
4 of scale, and comprehensive supervision by a single court.

5 39. Economies of effort, expense, and time will be fostered and uniformity of decisions
6 ensured.

7
8 **E. Adequate Representation:**

9 40. Plaintiff will adequately and fairly represent and protect the interests of the Putative
10 Class.

11 41. Plaintiff has no interests antagonistic to those of the Putative Class, and Defendant
12 has no defenses unique to Plaintiff.

13 42. Plaintiff has retained competent and experienced counsel with substantial
14 experience in consumer law.

15
16 **CLAIMS FOR RELIEF**

17 **Count I – Violations of Sections 1692e and e(10) of the FDCPA**
18 **(On behalf of Plaintiff, individually, and the Members of Putative Class)**

19 43. Plaintiff restates and incorporates all paragraphs as if fully set forth herein.

20 44. Pursuant to §1692e of the FDCPA, a debt collector is prohibited from making “any
21 false, deceptive, or misleading representation” in connection with the collection of a debt. 15 U.S.C.
22 § 1692e.

23 45. Section 1692e(10) of the FDCPA prohibits a debt collector from using any false
24 representation or deceptive means to collect or attempt to collect any debt. 15 U.S.C. § 1692e(10).

25 46. The Collection Letter violated 15 U.S.C. §§1692e and e(10) by falsely implying that
26 the “Special Settlement Offer” is open for a limited amount of time when in reality it was open
27 perpetually and was in no way unique to Plaintiff and the Putative Class Members.
28

1 47. Specifically, the Collection Letter was misleading because Defendant's 50% offer
2 to settle the subject debt was extended to thousands of similarly situated consumers, and thus was
3 by no means a "*Special Settlement Offer*." (emphasis added).

4 48. As a result of the language contained in the Collection Letter, Plaintiff was misled
5 into believing that the "*Special Settlement Offer*" was unique to him and would expire imminently,
6 thus creating a false sense of urgency to make payment in the offered amount before the offer
7 expired.

8 49. As the Seventh Circuit in *Evory v. RJM Acquisitions Funding, L.L.C.*, 505 F.3d 769,
9 775 (7th Cir. 2007) eloquently explained:

11 "There is nothing improper about making a settlement offer. The concern is that
12 unsophisticated consumers may think that if they don't pay by the deadline, they will
13 have no further chance to settle their debt for less than the full amount; for the offers are
14 in the idiom of limited-time or one-time sales offers, clearance sales, going-out-of-
15 business sales, and other temporary discounts. In fact debt collectors, who naturally are
averse to instituting actual collection proceedings for the often very modest sums
involved in the consumer debt collection business, frequently renew their offers if the
consumer fails to accept the initial offer." *Id.*

16 50. Notably, the Collection Letter did not contain judicially created safe harbor
17 language pertaining to settlement offers by debt collectors such as "[w]e are not obligated to renew
18 any offers provided," which was designed to balance the interests of consumers and debt collectors.
19 *Id.* at 776.

20 **WHEREFORE**, Plaintiff, FREDDY ANGUIANO, respectfully requests that this
21 Honorable Court enter judgment in his favor as follows:

- 22
- 23 a. Declaring that the practices complained of herein are unlawful and violate
 - 24 Sections 1692e and e(2) of the FDCPA;
 - 25 b. Awarding Plaintiff statutory and actual damages, in an amount to be determined
 - 26 at trial, for the underlying FDCPA violations;
 - 27 c. Awarding Class Members statutory damages;
 - 28

- d. Awarding the Plaintiff costs and reasonable attorney fees as provided under 15 U.S.C. §1692k; and
- e. Awarding any other relief as the Honorable Court deems just and proper.

Count II – Violations of §1788.17 of the RFDCPA
(On behalf of Plaintiff, individually, and the Members of the Putative Class)

51. Plaintiff restates and incorporates all paragraphs as if fully set forth herein.

52. California Civil Code § 1788.17 provides:

Notwithstanding any other provision of this title, every debt collector collecting or attempting to collect a consumer debt shall comply with the provisions of Section 1692b to 1692j [of the FDCPA], inclusive, of, and shall be subject to the remedies in Section 1692k of, Title 15 of the United States Code.

53. As stated above, Defendant violated 15 U.S.C. §§ 1692e and e(10), therefore violating Cal. Civ. Code § 1788.17.

WHEREFORE, Plaintiff, FREDDY ANGUIANO, respectfully requests that this Honorable Court enter judgment in his favor as follows:

- a. Declaring that the practices complained of herein are unlawful and violate the RFDCPA;
- b. Awarding Plaintiff statutory and actual damages, in an amount to be determined at trial, for the underlying RFDCPA violations;
- c. Awarding Class Members statutory damages;
- d. Awarding the Plaintiff costs and reasonable attorney fees; and
- e. Awarding any other relief as the Honorable Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38(b), Plaintiff demands a trial by jury of any and all issues in this action so triable of right.

1 DATED: March 25, 2020

Respectfully submitted,

2 FREDDY ANGUIANO

3 By: /s/ Nicholas M. Wajda

4 Nicholas M. Wajda
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